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BRUCE S. JENKINS

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BRUCE S. JENKINS
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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
NORTHERN DIVISION

ANGELA M. LEONARD, Personal
Representative of the Estate of Roy F.
Leonard, and AETNA MORTGAGE
CONSULTANTS, INC., a Delaware
corporation,

Plaintiffs,

vs.

SUNSET MORTGAGE COMPANY, L.P.,
a Pennsylvania limited partnership,

Defendant.

~~(PROPOSED)~~
**ORDER GRANTING MOTION FOR
DEFAULT JUDGMENT**

Civil No. 1:03-CV-92 BSJ

Judge Bruce S. Jenkins

On June 18, 2007, the Court held a hearing on the Plaintiff's Motion for default judgment. Plaintiffs Angela M. Leonard and Aetna Mortgage Consultants, Inc., were represented at the hearing by Mark A. Ferrin, Esq. Defendant Sunset Mortgage Company, L.P. ("Sunset Mortgage"), made no appearance at the hearing and was not represented at the hearing by counsel.

Based on the Plaintiff's submissions in support of their Motion for default judgment, the arguments of counsel, and the Defendant's repeated failure to participate with the proceedings following remand, the Court now enters this Order.

I. Undisputed Facts.

The Court finds that the following facts are beyond dispute:

1. Sunset Mortgage and Roy F. Leonard entered into an Independent Contractor Agreement on May 22, 2000.
2. On July 15, 2002, Sunset Mortgage terminated the Independent Contractor Agreement without cause.
3. After termination, Sunset Mortgage paid Mr. Leonard six of the twelve monthly commission payments contemplated by paragraph 4 of the Independent Contractor Agreement.
4. After making the first six monthly commission payments, Sunset Mortgage refused to make further payments.
5. Plaintiff's filed this action to recover the further payments in the amount of \$77,088.43, plus pre- and post-judgment interest, costs and attorney fees.
6. The Court granted Plaintiff's motion for Summary Judgment, directing that Sunset Mortgage make the six remaining payments, totaling \$77,088.43, plus pre- and post-judgment interest and costs. Thereafter,

Plaintiff's filed a motion for attorney fees and the Court granted the motion in the amount of \$39,620.00. Sunset Mortgage appealed.

7. On January 12, 2007 the Appeals Court remanded the case for further action.
8. Following the remand, the Court has scheduled and held multiple hearings to further the proceedings. Proper Notice of the hearings has been provided to Sunset Mortgage and their counsel. Sunset Mortgage has failed to appear at the hearings and Sunset's counsel has been allowed to withdraw because Sunset will not participate in the proceedings or communicate with their counsel.
9. On June 1, 2007 Plaintiffs, pursuant to Rule 55, filed an unopposed motion for default judgment. Following the hearing on June 18, 2007, the Court granted the Plaintiff's Motion for Default Judgment.

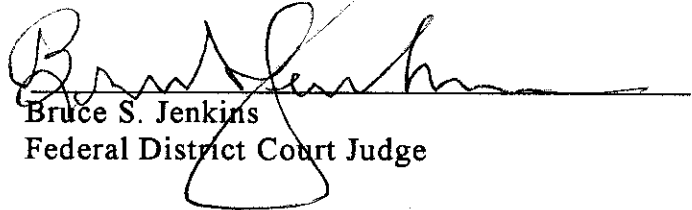
II. Order.

Based on the Undisputed Facts and Law, IT IS HEREBY ORDERED THAT:

1. Pursuant to Rule 55, Plaintiffs' Motion for Default Judgment is GRANTED, and judgment is hereby entered against the Defendant in the amount of \$77,088.43, plus pre-and post- judgment interest, plus \$39,620.00 in Plaintiff's attorney fees.

The Clerk is directed to enter judgment in accordance with this Order.

Dated this 20 day of June, 2007.



Bruce S. Jenkins
Federal District Court Judge

CERTIFICATE OF SERVICE

I certify that on June 19, 2007, I served a copy of the foregoing document to the following by



U.S. Mail, postage prepaid

Sunset Mortgage Company, L.P.
3 Dickenson Drive
Chadds Ford, Pennsylvania, 19091

Attorney for Plaintiffs